Pension regulations of the Pension Fund of the C&A Group

effective from 1 January 2024

LIST OF BENEFITS AND FINANCING

LIST OF ABBREVIATIONS AND TERMS

Foundation	Pension fund of C&A Group, Baar
Pension Fund	pension fund operated by the Foundation in accordance with these regulations
Company	C&A Mode AG, Baar and the businesses economically or financially closely connected with it that are affiliated with the Pension Fund
Employee(s)	person(s) in the employment of the Company
Insured persons	Employees included in the Pension Fund
Normal retirement age	generally the age on the first of the month after reaching the age of 65; continuation of insurance until reaching the age of 70 is possible.
Registered partnership	partnership within the meaning of the Same-Sex Partnership Act (SSPA)
OASI	Swiss Federal Old Age and Survivors' Insurance (*Eidgenössische Alters- und Hinterlassenenversicherung*)
IV	Swiss Federal Invalidity Insurance (*Eidgenössische Invalidenversicherung*)
OPA	Swiss Federal Act on Occupational Old Age, Survivors' and Invalidity Pension Provision (*Bundesgesetz über die berufliche Alters-, Hinterlassenen- und Invalidenvorsorge*)
OPO 2	Swiss Ordinance on Occupational Old Age, Survivors' and Invalidity Pension Provision (*Verordnung über die berufliche Alters-, Hinterlassenen- und Invalidenvorsorge*)
IIA	Swiss Federal Act on Invalidity Insurance (Invalidity Insurance Act)

VBA	Swiss Federal Act on the Vesting of Occupational Old Age, Survivors' and Invalidity Benefits (*Bundesgesetz über die Freizügigkeit in der beruflichen Alters-, Hinterlassenen- und Invalidenvorsorge*)
SSPA	Swiss Federal Act on the Registered Partnership between Persons of the Same Sex (*Bundesgesetz über die eingetragene Partnerschaft gleichgeschlechtlicher Paare*)

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I. General provisions

Art. 1 Foundation

1 Under the name of Pensionskasse der C&A Gruppe, a foundation exists within the meaning of Art. 80 ff. of the Swiss Civil Code, Art. 331 of the Swiss Code of Obligations and Art. 48 OPA. This Foundation has its registered office in Baar.

2 The object of the Foundation is to provide pensions for the Employees of the Company in old age or in the event of disability and for the survivors of employees after the employee's death. It provides the compulsory occupational old age, survivors' and disability pension pursuant to OPA and registered with the Register of Occupational Benefits Schemes for this purpose.

3 The Foundation operates a pension fund with various occupational benefits plans in accordance with the provisions of these regulations at its own expense and own risk. It may reinsure individual risks with an insurance company that is subject to proper insurance supervision.

4 The Pension Fund provides the statutory benefits pursuant to OPA. For this purpose it operates a "control account" (shadow accounting) for each insured person, from which the OPA retirement assets created for the insured person and the statutory minimum entitlements due to him or her can be seen at any time.

Art. 2 Admission to the Pension Fund

1 All Employees of the Company are admitted to the Pension Fund without prejudice to paragraph 2 of this article. Admission occurs when employment starts, but no earlier than on 1 January after reaching the age of 17.

2 The following persons are not admitted to the Pension Fund:

a) Employees under the age of 17.

b) Employees whose annual pay (see basic occupational benefits plan) does not exceed the minimum wage according to Art. 2 OPA (see supplement).

c) Employees who have already reached reference age (see supplement).

d) Employees who are already otherwise insured under a compulsory scheme for their principal employment or whose principal employment is in a self-employed capacity.

e) Employees who are at least 70% disabled within the meaning of IV and employees who have continuing provisional insurance cover pursuant to Article 26a OPA.

f) Employees whose employment contract has been concluded for no more than three months. If the duration of the contract is later extended to a total of more than three months, the insurance obligation begins on the date at which the extension was agreed. If several consecutive jobs at the same employer last for a total of more than three months and no gap between the jobs exceeds three months, the employee is insured from the start of the fourth month of work overall. However, if it is agreed before work first started that the duration of the employment will exceed a total of three months, then the employee is insured from the start of his or her employment.

g) Employees who do not currently work in Switzerland or do not expect to do so on a permanent basis and who are adequately insured abroad if they apply for exemption from admission to the Pension Fund.

3 Employees can be insured in several different plans. Which plan/plans the employees are admitted into is described in their particular occupational benefits plan.

4 The Pension Fund does not pay for voluntary insurance of employees who are employed by more than one employer (Art. 46 OPA).

Art. 3 Health check

1 If, based on the written application that must be submitted by all employees to be admitted to the Pension Fund, there is a likelihood of an increased risk, then a health check by a doctor may be required. The costs of this health check are borne by the Foundation.

2 If the information provided in the health questionnaire or to the independent examining doctor is untrue or if information is omitted, the benefits if a risk event should occur are restricted to the minimum benefits pursuant to OPA for the entire term (including reversional survivors' benefits). The Pension Fund will notify the insured person of this restriction within 6 months of becoming aware of the breach of duty of disclosure.

3 If the increased risk is confirmed by medical examination, the risk-related benefits to be newly insured, but not the risk-related benefits purchased with the transferred vested benefit, can be made subject to a reservation. If an insured event occurs during the reservation period due to a condition for which there is a reservation, only the minimum benefits pursuant to OPA will be paid for the entire duration of the benefits (including reversional survivors' benefits). The duration of the reservation imposed is no more than five years.

4 If an insured event occurs before the health check has been carried out, the cause of which already existed before the start of the insurance cover, then only the benefits purchased with the transferred vested benefit are paid out, although the benefits paid out must be no less than the compulsory risk-related benefits pursuant to OPA.

Art. 4 Commencement of insurance cover

1 The insurance cover commences on the day on which the employees start or should have started work under their employment contract or is entitled to salary for the first time, no later than the time at which they set out on their way to work. This is without prejudice to Art. 3 para. 2 and 3 above.

Art. 5 End of insurance cover, temporary extended coverage

1 The insurance cover ends upon termination of employment at the Company, unless entitlement to disability or old age pensions exists or begins. In the case of an existing employment relationship, the pension coverage ends if the annual salary is expected to fall permanently below the minimum wage specified in Art. 2 OPA without triggering death or disability benefits. The entitlements of the person leaving the scheme are set out in Art. 29 ff.

2 The insured person continues to be insured for risk of disability and death for the month after termination of his or her membership of the occupational benefits scheme, but no longer than until joining a new occupational benefits scheme.

Art. 6 Pensionable salary

1 The basis for calculating the amounts to be contributed by the insured person and the Company and for measuring the benefits is the pensionable salary as defined in the occupational benefits plan.

Art. 7 Reduction of the pensionable salary

1 If the relevant annual salary of the insured person reduces by no more than half between reaching the age of 58 and reaching retirement age, then it is possible to disregard the reduction of the pensionable salary at the insured person's request and the reduced pensionable salary portion (hypothetical pensionable salary) can continue to be insured. The pensionable salary is then limited to the pensionable salary before the reduction of the relevant annual salary. The member can apply for an adjustment of the hypothetical pensionable salary as at 1 January of any year.

Art. 8 Age

1 Age is defined as the difference between the current calendar year and the year of birth.

Art. 9 Retirement age

1 The normal retirement age is defined in the occupational benefits plan. This is without prejudice to early retirement.

II. Financing

Art. 10 Contributions

1 The obligation to pay contributions begins on admission to the Pension Fund, always only at the start of the month, but no earlier than on 1 January after reaching the age of 17 and ends without prejudice to paragraph 4, if

a) the retirement age is reached, without prejudice to paragraph 6.

b) employment is terminated,

c) pay is lower than the minimum wage pursuant to Art. 2 OPA (see supplement).

2 The level of the savings and risk contributions by the Company and the insured persons are listed in the occupational benefits plan.

3 The Company deducts the insured persons' contributions from their salary in 12 monthly instalments and transfers these to the Pension Fund each month.

The Company's contributions are transferred to the Pension Fund together with the insured persons' contributions or any employer contribution reserve is debited.

4 In the event of accident, illness, maternity leave or military service, the obligation to pay contributions continues as long as the salary or a substitute salary payment (e.g. daily allowances of health or accident insurance) is being paid. The contributions are either deducted from the salary that continues to be paid or from a substitute salary payment.

5 Exemption from paying contributions in the event of disability begins when entitlement to a disability pension from the Pension Fund starts, in particular not until after the end of a deferment of the disability pension pursuant to Art. 21 para. 5. It lasts as long as the entitlement to a disability pension from the Pension Fund exists, but no longer than until normal retirement age is reached. The pensionable salary when incapacity to work begins and the entitlement to the disability pension in the Pension Fund is decisive (see Art. 15 para. 5 and 6.

6 If an insured person remains in employment at the Company beyond the retirement age, he or she may request that savings contributions continue to be paid until the end of employment, but no longer than until reaching the age of 70 (see Art. 18 and occupational benefits plan).

7 The contributions until the age of 24 only serve to cover the risks of death and disability and are not reimbursed in the event of termination of employment.

Art. 11 Entry lump sum transfer

1 The termination benefit from previous occupational benefits scheme memberships is to be transferred to the Pension Fund as an entry lump sum transfer. The entry lump sum transfer is credited to the insured person as retirement assets.

2 The entry lump sum transfer is due on joining the Pension Fund.

3 The insured person must allow the Pension Fund to see the termination benefit statements from previous occupational benefits scheme memberships.

4 The insured person must inform the Pension Fund of previous membership a vested benefits institution and of the form of the pension coverage. The vested benefits institution must transfer the pension capital to the Pension Fund when the insured person joins the Pension Fund.

Art. 12 Extra contributions

1 An active insured person can pay in additional extra contributions. The maximum possible extra contribution is calculated in accordance with the occupational benefits plan. The maximum amount of the extra contribution is reduced by any Pillar 3a assets that exceed the limit specified in Art. 60a (2) OPO 2 and by any vested assets that the insured person was not required to contribute to the Pension Fund. If the active insured person is under notice to leave and no retirement benefits are due, then the total sum of extra contributions up to the termination of the employment is additionally limited to CHF 100'000. If an insured person who is drawing or has drawn a retirement benefit from a occupational benefits scheme makes an extra contribution, the maximum amount of the extra contribution is reduced by the amount of the retirement benefit already drawn. The extra contributions are credited to the insured person as retirement assets. The Pension Fund cannot guarantee the tax deductibility of the extra contributions.

2 If early withdrawals for encouragement of home ownership have been made, then voluntary extra contributions cannot be paid in until the early withdrawals have been repaid. Repurchase as a consequence of divorce or legal dissolution of a registered partnership (Art. 40~~Art. 39~~ para. 1) is exempted from this.

3 In the case of people who have moved to Switzerland from abroad and have never previously belonged to an occupational benefits scheme in Switzerland, the annual extra contribution in the first 5 years of joining a Swiss occupational benefits scheme must not exceed 20% of pensionable salary, without prejudice to Art. 60b para. 2 OPO 2. After the end of the 5 year period, extra contributions can be made like in the above provisions.

4 The Company can make extra contributions for the insured person.

5 The calculation of the amount of the maximum possible extra contribution can be seen in the occupational benefits plan. The table value at retirement age is used for extra contributions made after reaching retirement age.

III. Insurance benefits

Art. 13 Overview of insurance benefits

1 The Pension Fund provides the insured person or his or her survivors the following benefits:

a)	Retirement credits	(Art. 15)
b)	Old age pension, capital release, bridging pension, pensioner's children's benefit	(Art. 16 ff)
c)	Disability pension, supplemented by disabled person's children's benefits	(Art. 21)
d)	Spouse's pension or settlement/life partner's pension	(Art. 23)
e)	Orphan's pension	(Art. 25)
f)	Death benefit	(Art. 26)

2 The aforementioned insurance benefits are provided expressly without prejudice to Art. 29 para. 5, Art. 34, Art. 35 and Art. 36. Furthermore, the payment provisions of Art. 28 apply to them. The statutory minimum benefits as defined in OPA are guaranteed (see Art. 1 para. 4).

3 As long as a registered partnership in accordance with SSPA lasts, it has equivalent status to marriage in these regulations. The legal dissolution of a registered partnership has equivalent status to a divorce. If a registered partner dies, the surviving partner has equivalent status to the surviving spouse.

Art. 14 Provision of information to the insured person

1 Every insured person receives an occupational benefits certificate for each occupational benefits plan each year. The occupational benefits certificate states the retirement assets, the pensionable salary, the contributions, the insured benefits and the termination benefit. The Pension Fund shall inform the insured persons annually in an appropriate manner of its organisation and financing and of the members of the Board of Trustees.

Art. 15 Retirement credits and retirement assets

1 An individual retirement account, from which the retirement assets can be seen, is maintained for each insured person for each occupational benefits plan. The retirement assets consist of

a) the retirement credits (sum of the savings contributions) together with interest,

b) the entry lump sum transfer contributed together with interest

c) the voluntary extra contributions together with interest

d) the amounts, plus interest, which have been transferred and credited as part of the apportionment of benefits pursuant to Art. 22c para. 2 FZG

e) any further contributions together with interest,

f) less any withdrawals for home ownership or as a consequence of divorce or legal dissolution of a registered partnership together with interest.

2 The retirement account of an insured person who is at least 25 years old is credited with a retirement credit in accordance with the occupational benefits plan at the end of each calendar year.

3 The following provisions apply to maintaining the retirement account:

a) The interest is calculated on the balance of the retirement account at the end of the previous year and credited to the retirement account at the end of each calendar year. The retirement credits of the relevant calendar year are added to the retirement assets without interest.

b) If an entry lump sum transfer or an extra contribution is paid in, this bears interest in the relevant calendar year on the date of receipt of the payment.

c) If an insured event occurs or an insured person leaves the Pension Fund during the calendar year, the interest for the present calendar year is credited to the balance of the retirement account at the start of the year for the time that has passed since the start of the year. The retirement credit that corresponds to the period of insurance that has elapsed in the relevant calendar year is added to this amount.

4 At the end of a calendar year, the Board of Trustees determines the in-year interest rate for the following calendar year. The retirement assets of the members leaving or joining the scheme in the following calendar year (e.g. people leaving the scheme, retirements) bear interest at the in-year interest rate. The year-end interest rate is determined at the end of the current calendar year. Interest is paid at the year-end interest rates on the retirement assets of recipients of disability pensions and insured persons who have not left the active population at the end of the calendar year. When determining the in-year interest rate and the year-end interest-rate, the Board of Trustees pays particular attention to the legal regulations, the earnings prospects for the following calendar year (for the in-year interest rate) and the performance achieved and the preliminary year-end result (for the year-end interest rate) and the level of provisions and of the value fluctuation reserve.

5 In the case of total disability, the retirement assets are continued as passive retirement assets with interest and retirement credits for each occupational benefits plan. The continuation begins at the start of entitlement to a disability pension from the Pension Fund. It lasts as long as the entitlement to a disability pension from the Pension Fund exists, but no longer than until retirement age is reached. The retirement credits are calculated on the basis of the pensionable salary at the start of the incapacity to work and the respective insured person's current retirement credits as a percentage of the pensionable salary according to the regulations.

6 In the case of partial disability, the retirement assets available at the start of the entitlement to a disability pension from the Pension Fund and the pensionable salary at the start of the incapacity to work are allotted for each occupational benefits plan in accordance with the disability pension entitlement. The retirement assets corresponding to the disabled part are in each case continued as passive retirement assets in accordance with paragraph 4, like for an insured person with total disability, and the retirement assets corresponding to the active part are continued like for an insured person with full capacity to work.

Art. 16 Old age pension

1 The entitlement to retirement benefits arises if the employment relationship ends after the insured person reaches the age of 58 and the insured person does not have any entitlement to disability benefits from the Pension Fund, without prejudice to Art. 29 para. 2. The entitlement to retirement benefits arises no later than on reaching the normal retirement age, without prejudice to Art. 18.

2 The old age pension is calculated, in accordance with the appendix, on the basis of the retirement assets at the date of retirement and the conversion rate. The reduced retirement assets after any lump-sum withdrawal and bridging pensions are relevant here. On the date of his or her retirement before retirement age, the insured person has the option of topping up his or her old age pension so that he or she will receive the old age

pension that, according to his or her occupational benefits certificate, would become payable at retirement age. The contribution necessary for this is calculated based on the principles of the Pension Fund.

3 An insured person can request partial retirement after reaching the age of 58 if employment is reduced ~~by at least 20%~~ in agreement with the Company and his annual salary (see Basic Pension Plan) is reduced by at least 20% as a result. The reduced annual salary still earned must exceed the minimum salary pursuant to Art. 2 OPA. Partial retirement can be completed in a maximum of three stages. Partial retirement capital may be withdrawn in a maximum of three stages. ~~If the retirement benefit is withdrawn in part or in whole as capital, then employment must be reduced by at least 30%.~~

The assessment of the reduction is based on the annual salary at the date of the first partial retirement. If the workload and accordingly the annual salary is subsequently increased, this increase must be reduced back down without partial retirement before a further partial retirement is possible.

Paragraph 2 applies mutatis mutandis for partial pension, partial capital release and bridging pension. The amount of the partial pension, partial capital release and bridging pension depends on the percentage of partial retirement.

4 The total old age pension in accordance with para. 1-3 is limited to 4.5 times the maximum simple AHV old age pension applicable at the time of (partial) retirement. The part of the total old age pension affected by this limitation shall be drawn as a lump-sum pursuant to Art. 17. No notification period is applicable for this part. In the event of a lump sum withdrawal, any spouse or registered partner must countersign the Art. 17 retirement application.

5 The Board of Trustees reviews the conversion rates at least every five years (see appendix) and adjusts them to the actuarial circumstances. The decision of the Board of Trustees is based on the recommendations of the occupational benefits scheme expert.

Art. 17 Capital release

1 The insured person can withdraw the retirement assets available on retirement in part or in full in the form of a capital release. If extra contributions have been made in the last three years before retirement, the resulting benefits cannot be withdrawn as capital. The Pension Fund cannot guarantee the tax deductibility of the extra contributions. The lump-sum withdrawal is to be reported in writing to management no later than ~~one year~~four months in advance and to be co-signed by the spouse or registered partner, otherwise the insured person forfeits this right. This is without prejudice to Art. 37 para. 2 OPA and paragraph 2. The signature of the spouse or registered partner must be certified by a notary. Such a statement cannot be revoked in the year before retirement.

2 The amount that can at least be withdrawn as capital pursuant to Art. 37 para. 2 OPA or up to CHF 80'000 can also be withdrawn as capital if the ~~one-year~~four-month notice period is not complied with.

3 If a disability pension is paid before normal retirement age, lump-sum withdrawal is only possible if the insured person has applied for the option of lump-sum withdrawal before the incapacity to work occurred, but no later than ~~one year~~four months before normal pension age.

Art. 18 Continuation of insurance

1 If an insured person remains in employment at the Company beyond the normal retirement age, he or she may either withdraw the retirement benefit or defer the retirement benefits until the end of his or her employment, but no longer than until reaching the age of 70 If the retirement benefit is deferred, the retirement assets can be further increased by retirement credits (see Art. 10 para. 6). The old age pension is calculated when the deferral ends on the basis of the retirement assets available at this point pursuant to Art. 16 para. 2. In the event of the death of the insured person before giving up employment, the stamps pension and the orphan's pension are calculated pursuant to Art. 23 and Art. 25 like for a person withdrawing an old age pension. Pursuant to Art. 16 para. 2, this is based on the old age pension calculated at the time of death.

Art. 19 OASI bridging pension

1 The old age pensioner or insured person who withdraws the retirement benefit as capital can claim a bridging pension until ~~normal OASI retirement~~reference age if he or she has not yet reached the ~~normal OASI retirement~~reference age that applies to him or her.

2 The old age pensioner or insured person can choose the amount of the OASI bridging pension him or herself. However, the chosen OASI bridging pension must not exceed the state pension the retiring member would be entitled to according to his or her 100% income.

3 The retirement assets available are reduced as per the appendix.

Art. 20 Retired person's children's pension

1 The old age pensioner has an entitlement to a retired person's children's pension for every child that would have an entitlement to an orphan's pension on his or her death under the occupational benefits plan.

2 The amount of the retired person's children's pension is stipulated in the occupational benefits plan.

Art. 21 Disability pension

1 An insured person is entitled to a disability pension before reaching retirement age if he or she

a) is at least 40% disabled within the meaning of IV and was insured by the Pension Fund upon the onset of the incapacity to work which resulted in disability; or

b) was at least 20% but less than 40% incapacitated as a result of a birth defect on starting employment and was insured when an increase to at least 40% incapacity to work resulting in the disability occurred; or

c) became disabled as a minor and was therefore at least 20% but less than 40% incapacitated on starting employment and was insured when an increase to at least 40% incapacity to work resulting in the disability occurred.

2 The insured person is entitled to

a) a full disability pension if he or she is at least 70% disabled;

b) a three-quarters disability pension if he or she is at least 60% disabled;

c) half a disability pension if he or she is at least 50% disabled;

d) a quarter disability pension if he or she is at least 40% disabled.

3 The amount of the disability pension is stipulated in the occupational benefits plan.

4 The disability pension is paid until reaching the normal retirement age or, without prejudice to paragraphs 7 and 8, until disability ceases.

5 The entitlement to a disability pension is deferred for as long as the Company continues to pay the salary or as long as a substitute salary payment (e.g. daily allowances of health or accident insurance) that amounts to at least 80% of the lost salary and that the Company finances at least half of is being paid. The level of the substitute salary payment before any reduction as a result of an obligation to provide benefits under the federal disability insurance scheme is used.

6 If an insured person who is entitled to a partial disability pension from the Pension Fund leaves the Pension Fund, then he or she continues to receive the partial disability pension together with any associated disabled person's children's benefits. Furthermore, a termination benefit pursuant to Art. 32 is paid for the active part. The survivors' benefits, which remain insured, are calculated based on the partial disability pension.

7 If the pension from the state disability insurance scheme is reduced or discontinued pursuant to Art. 26a OPA after reduction of the degree of disability, then the recipient of the disability pension remains insured by the Pension Fund on the same terms for three years provided he or she participated in reintegration measures in accordance with Art. 8a IIA prior to the reduction or discontinuation of the pension, or the pension has been reduced or discontinued due to resumption of employment or an increase in the level of employment.

Insurance cover and entitlement to benefits likewise remain in force as long as the recipient of the disability pension withdraws an interim benefit pursuant to Art. 32 IIA.

During the continuation of insurance cover and of the benefit entitlement, the Pension Fund can reduce the disability pension in accordance with the reduced degree of disability of the recipient of the disability pension, but only to the extent the reduction is compensated for by additional income of the recipient of the disability pension.

The recipients of disability pensions affected are deemed to be disabled to the previous degree within the meaning of these regulations for the purposes of the continuation of provisional insurance cover.

8 If the disability pension of the state disability insurance scheme that was awarded due to pain conditions that cannot be explained organically (e.g. somatoform pain disorders, whiplash, fibromyalgia etc.) is reduced or discontinued in accordance with the final provisions letter a of the amendment of 18 March 2011 of the Federal Law on Invalidity Insurance (6th IV revision, first package of measures) and if the recipient of the disability pension participates in reintegration measures within the meaning of Art. 8a IIA as a consequence, then the disability benefits of the Pension Fund will continue to be paid during the period of reintegration – but for no longer than two years. The recipients of disability pensions affected are deemed to be disabled to the previous degree within the meaning of these regulations for the purposes of continued payment of the aforementioned disability benefits.

Art. 22 Disabled person's children's pension

1 The recipient of the disability pension has an entitlement to a disabled person's children's pension for every child that would have entitlement to an orphan's pension on his or her death under the occupational benefits plan.

2 The amount of the annual full disability children's pension is defined in the occupational benefits plan. In the event of partial disability, the disabled person's children's pension is reduced proportionately.

Art. 23 Spouse's pension, life partner's pension, settlement

1 If a married insured person, old age pensioner or recipient of a disability pension dies, then the surviving spouse is entitled to a spouse's pension if one is provided for in the occupational benefits plan and, on his or her death, the surviving spouse

a) is responsible for supporting one or more children or

b) has reached the age of 35 and the marriage has lasted for at least five years.

If the surviving spouse does not fulfil either of these requirements, he or she is entitled to a one-off settlement, the amount of which is set out in the occupational benefits plan. The duration of a life partnership (see paragraph 5) is taken into account in determining the duration of the marriage.

2 The amount of the spouse's pension is set out in the occupational benefits plan.

3 If the spouse is more than 10 years younger than the deceased insured person, old-age pensioner or recipient of a disability pension, the spouse's pension is reduced by 3% of its full amount for every full year beyond this.

4 If the marriage occurs after retirement age, the spouse's pension is additionally reduced by half pursuant to paragraph 3 above.

5 Under the same conditions as spouses, the life partner of the same sex as or a different sex who is designated by the insured person, old-age pensioner or recipient of the disability pension as his or her life partner is entitled to a survivors' pension in the same amount as the spouse's pension if

a) the partner has continuously been in a life partnership with the deceased insured person for the last five years until his or her death or is responsible for supporting one or more children from the partnership and

b) the partner is not receiving a widow or widower's pension (Art. 20a OPA) and

c) the insured person, old-age pensioner or recipient of the disability pension notified the Pension Fund of the partner in writing during his or her life and

d) a corresponding request is submitted to the Board of Trustees no later than three months after the death of the insured person.

6 The entitlement to a spouse's pension or life partner's pension begins in the month following the death, but not before the payment of the full salary ceases. It ceases if the spouse or life partner marries. On remarriage, the surviving spouse is entitled to a one-off settlement, the amount of which is set out in the occupational benefits plan.

Art. 24 Divorced spouse’s pension

1 The divorced spouse of the deceased insured person, old-age pensioner or recipient of a disability pension is considered equal to a spouse and is entitled to a spouse's pension from the Pension Fund at the level of the statutory minimum pension for the divorced spouse pursuant to OPA provided

a) he or she has been awarded a pension in the divorce settlement pursuant to Art. 124e para. 1 or 126 para. 1 Civil Code

b) the marriage lasted at least 10 years and

The entitlement to a spouse’s pension exists for as long as the pension pursuant to letter a) would have been payable. The benefit paid by the pension fund will, however, be reduced by the amount by which, aggregated with the state pension (OASI) survivor’s benefits, it exceeds the entitlement under the divorce settlement. Survivor’s pensions from the state pension (OASI) are only imputed to the extent that they exceed a personal entitlement to a disability pension from the IV or an state pension (OASI) retirement pension.

Art. 25 Orphan's pension

1 If an insured person, old age pensioner or recipient of a disability pension dies, then each of his or her children is entitled to an orphan's pension if this is provided for in the occupational benefits plan.

2 The entitlement begins in the month following the death, but not before the payment of the full salary ceases. The pension is awarded until the death of the child or until he or she reaches the age of 18. For children who are still in education or have reduced capacity to work or do not have capacity to work due to a physical or mental infirmity, the entitlement to the pension continues for no longer than until the age of 25 is reached.

3 Foster children are only entitled to an orphan's pension if the insured person was substantially responsible for supporting them.

4 The amount of the orphan's pension depends on the occupational benefits plan.

Art. 26 Death benefit

1 If an insured person dies before reaching retirement age, a death benefit is paid out to the beneficiaries.

2 The amount of the death benefit depends on the occupational benefits plan.

3 The persons listed are entitled to this death benefit in the following order, irrespective of the provisions of inheritance law:

a) the spouse and the children of the deceased who are entitled to a orphan's pension from the Pension Fund,

b) in the absence of beneficiaries pursuant to a), the persons whom the deceased supported to a substantial extent or the person who was continuously in a life partnership with the deceased for the last five years until his or her death or who is responsible for supporting one or more children of the partnership, providing that they are not in receipt of a widow or widower's pension (Art. 20a para. 2 OPA),

c) in the absence of beneficiaries pursuant to a) and b), the other children, the parents or the siblings of the deceased.

Persons pursuant to b) are only eligible if the insured person has notified the Pension Fund of them in writing. The notification must be received by the Pension Fund during the lifetime of the insured person.

4 The insured person can specify to the Pension Fund in writing which persons within the eligible group are entitled to which partial amounts of the death benefit. The notification must be received by the Pension Fund during the lifetime of the member.

5 If no written statement has been received from the member on the distribution of the death benefit, the death benefit will be equally divided within the eligible group.

6 In the absence of persons pursuant to paragraph 3, the death benefit reverts to the Pension Fund.

Art. 27 Use of free funds, pension inflation adjustments

1 The Board of Trustees makes the decision on the use of the Pension Fund's free funds within the scope of the financial possibilities. The free funds are to be determined in accordance with professional principles and to be assessed by the occupational benefits scheme expert.

2 The pensions are inflation-adjusted in accordance with the financial possibilities of the Pension Fund, with the Board of Trustees deciding each year whether and to what extent this is possible. This is without prejudice to Art. 36 para. 1 OPP. The Pension Fund

explains the decisions of the Board of Trustees in its annual financial statement or its annual report.

Art. 28 Payment provisions

1 The pensions are calculated as annual pensions. They are paid out to the beneficiaries in 12 instalments, which are rounded to whole Swiss francs, at the end of each month. The payments are generally made by bank transfer to the office for payment in Switzerland specified by the beneficiary. The full pension instalment is still granted for the month in which the entitlement to a pension ceases.

2 The Pension Fund pays a one-off lump-sum payment instead of the pension if the old age or disability pension is less than 10%, the spouse's pension is less than 6%, the orphan's pension is less than 2% of the minimum state pension at the start of the pension (see supplement). The lump-sum payment is calculated actuarially in accordance with the technical principles of the Pension Fund. Once it is paid out, the insured person and his or her survivors cease to have any further claims against the Pension Fund.

IV. Termination of membership of the occupational benefits scheme

Art. 29 Due date, reimbursement

1 Membership of the occupational benefits scheme ends on the termination of employment unless entitlement to old age, survivors' or disability benefits arises, subject to Art. 30. In the case of an existing employment relationship, membership of the occupational benefits scheme ends if annual pay is expected to fall permanently below the entry limit pursuant to OPA, without death or disability benefits becoming due. This is without prejudice to temporary extended cover pursuant to Art. 5 para. 2.

2 If the employment relationship ceases after the insured person has reached the age of 58 and if the insured person becomes self-employed or takes employment with another employer or is registered as unemployed, he or she may request termination of membership of the occupational benefits scheme.

3 If membership of the occupational benefits scheme ends, the insured person leaves the Pension Fund and is entitled to a termination benefit pursuant to the following provisions:

4 The termination benefit is due on leaving the Pension Fund. From this point, it bears interest at the minimum interest-rate pursuant to OPA (see supplement). If the Pension Fund does not transfer the termination benefit within 30 days of receiving the necessary information, then it will bear interest at the default rate of interest set by the Swiss Federal Council from this date (see supplement).

5 If the Pension Fund has to pay survivors' or disability benefits after it has transferred the termination benefit, the termination benefit is to be reimbursed to the Pension Fund to the extent that this is necessary to pay the survivors' or disability benefits. The survivors' and disability benefits are reduced if a repayment is not made.

Art. 30 Continuation of insurance after age 58

1 Insured persons who leave the compulsory insurance after reaching the age of 58 because the employer has terminated the employment relationship may request continuation of the insurance to the previous extent and at their own expense in accordance with the following provisions. The corresponding request for continuation of the insurance must be submitted to the Pension Fund in writing before the date of departure and with proof of the termination of the employment relationship being initiated by the employer.

2 When submitting the request, the insured person has the choice of either continuing only the insurance for the risks of disability and death (risk insurance) or, in addition to the risk insurance, also continuing to build up the old-age benefits through his own contributions. The termination benefit remains in the Pension Fund, even if the retirement provision is not built up further. If the insured person joins a new occupational benefits scheme, the Pension Fund shall transfer the termination benefit to the new occupational benefits scheme to the extent that it can be used to purchase the full regulatory benefits of the new occupational benefits scheme.

3 The insured person may insure a lower salary than the previous salary for the entire pension scheme or only for the retirement pension scheme.

4 The insured person shall pay the risk contributions (employee and employer contributions). If he continues to build up the old-age provision, he shall also pay the savings contributions (employee and employer contributions). In the event of shortfall in funds, the insured person must pay recovery contributions (employee's share). The employer's share of the recovery contributions shall be borne by the Pension Fund. In the event of outstanding contributions,

the Pension Fund may terminate the continued insurance. It is sufficient if only the risk contributions are no longer paid.

5 The insurance ends upon the occurrence of the risk of death or disability or upon reaching the normal retirement age. On entry into a new occupational benefits scheme, it ends if more than two thirds of the termination benefit is required in the new scheme for the purchase of the full regulatory benefits. If at least one third of the previous termination benefit remains in the Pension Fund after the transfer, the insured person may continue the insurance with the Pension Fund in proportion to the remaining termination benefit. The insured salary is reduced in the corresponding proportion. Prior to this, the insurance can be terminated by the insured person at any time at the end of a month.

6 Insured persons who continue the insurance in accordance with this article have the same rights as those insured in the same group based on an existing employment relationship, in particular with regard to interest, the conversion rate and payments by the former employer or a third party.

7 If the continuation of the insurance has lasted more than two years, the insurance benefits must be drawn in the form of a pension and the termination benefit can no longer be drawn in advance or pledged for residential property for own use. This is subject to provisions in the regulations that provide for the payment of benefits only in the form of a lump sum.

8 In a written agreement between the Pension Fund and the insured person, the insured salary shall be defined and it shall be recorded whether, in addition to the risk insurance, the retirement provision shall also be further built up.

Art. 31 Amount of the termination benefit

1 The termination benefit is equal to the retirement assets available (Art. 15 VBA), but at least the minimum amount pursuant to Art. 17 VBA.

2 If the Company has financed the payment of extra contributions as defined in Art. 12 in full or in part, the relevant amount is deducted from the termination benefit. The deduction is reduced by one tenth of the amount paid by the Company for every full contribution year completed. The part left over is credited to the Company's employer contribution reserve.

3 The termination benefit comprises at least the retirement assets available pursuant to OPA at the date of leaving the Pension Fund.

Art. 32 Use of the termination benefit

1 If the insured person joins a new occupational benefits scheme, the Pension Fund transfers the termination benefits to the new occupational benefits scheme.

2 Insured persons who do not join a new occupational benefits scheme must inform the Pension Fund whether the termination benefit is to be transferred to a vested benefits account or for the purpose of setting up a vested benefits policy.

If the Pension Fund is not informed of this, the termination benefit is transferred to the recipient institution together with interest no earlier than 6 months, but no later than two years after the insured person has left the Pension Fund.

3 The insured person may request a cash payment of the termination benefit if

a) he or she is permanently leaving Switzerland and the principality of Liechtenstein (without prejudice to paragraph 4) or

b) he or she is becoming self-employed and is no longer required to be insured under a compulsory occupational benefits scheme or

c) the termination benefit amounts to less than his or her annual contribution.

Cash payment to a married insured person or an insured person in a registered partnership is only permitted if the spouse or registered partner gives written consent. The signature must be certified by a notary. If extra contributions have been paid in the last three years, the benefits resulting from these will not be paid out in cash, but will be transferred to a vested benefits account or for the purpose of setting up a vested benefits policy. The Pension Fund cannot guarantee the tax deductibility of the extra contributions.

4 An insured person who permanently leaves Switzerland and the Principality of Liechtenstein cannot request the cash payment of the OPA retirement assets if he or she continues to be compulsorily insured for the risks of old age, death and disability in accordance with the legal provisions of a member state of the EU, Iceland or Norway.

Art. 33 Unpaid leave

1 In the case of unpaid leave of up to 12 months, the insurance can be continued for up to 12 months on the request of the insured person. The insured person must finance all of the contributions (insured person and company contributions) during this time.

2 The insured person can request that only the insurance covering the risks of death, accident, disability and incapacity to work is continued. In this case, he or she must pay the risk contributions (insured person and company contributions) for the whole period of leave as a one-off amount at the start of the leave.

3 If the contributions are no longer paid, insurance cover continues to be provided for the first month of the leave. If the insured event occurs after this month has ended, but before the insured person resumes work, the insured person is entitled to the termination benefits, calculated from the point at which the leave began and increased by the interest for the time that has passed since.

4 If the payment of contributions is resumed after the leave has ended, retirement credits and interest continue to be added to the retirement assets from this time onwards.

V. Special provisions

Art. 34 Taking into account third-party benefits, reduction of benefits, provisional benefits

1 If, in the event of disability or death of an insured person or recipient of a disability pension, the benefits of the Pension Fund together with other qualifying income of the insured person and his or her children or survivors amount to more than 90% of the last full annual salary subject to social security (OASI) including any child allowance, the pensions to be paid by the Pension Fund are to be reduced up to the point where the aforementioned limit is no longer exceeded. The provisions are applied mutatis mutandis to the Pension Fund's lump-sum benefits.

The income of the surviving spouse or registered partner or life partner and of the orphans is added up.

The retirement benefits are reduced in the same way as long as accident or military insurance benefits are being provided or if the retirement benefits replace a disability pension.

2 Benefits of the same type and purpose that are paid to the person who is entitled to claim due to the damaging event are deemed to be qualifying income; these include:

a) OASI/IV benefits (and/or Swiss or foreign social security benefits) with the exception of attendance allowance;

b) benefits from military insurance or compulsory accident insurance;

c) benefits from other insurance companies where the Company has paid at least half of the premiums;

d) benefits from Swiss and foreign occupational benefits schemes and vested benefits institutions

In the case of people withdrawing disability benefits, the income that these people continue to receive or could reasonably be expected to receive from gainful employment or as compensation for loss of earnings is also taken into account, with the exception of additional income that is received during participation in measures for reintegration in accordance with Art. 8a IIA. The income that could still reasonably be expected to be earned from gainful employment is fundamentally determined on the basis of disability income according to the IV decision. Once the OASI pension age has been reached, the retirement benefits of Swiss and foreign social insurance and occupational benefits schemes are also deemed to be qualifying income. Attendance allowance, settlements and similar benefits are not taken into account. Reductions of benefits by other insurance providers due to culpability as well as reductions of benefits upon reaching the age of retirement according to OPA are not compensated.

One-off lump-sum benefits are converted into pensions actuarially in accordance with the technical principles of the Pension Fund.

3 In periods of progressive inflation, the Board of Trustees may lessen or completely wave a reduction in the pension.

4 The Pension Fund may also reduce its benefits accordingly if the OASI/IV reduces, withdraws or refuses a benefit because the person entitled to the benefit is substantially culpable for the death or disability or refuses to comply with the IV integration measures. The Pension Fund is not obliged to compensate for refusals or reductions of benefit by accident or military insurance.

5 At the time of the occurrence of an insured event, the Pension Fund shall enter into the claims of the insured person or beneficiary against a third party who is liable for the insured

event, up to the level of the legal minimum benefits pursuant to OPA. The Pension Fund may also request that the insured person or beneficiary assign his or her claims against liable third parties to the Pension Fund up to the amount of the Pension Fund's obligation to provide benefits. If such claims are not assigned to the Pension Fund, the Pension Fund is entitled to suspend its non-mandatory benefits.

6 If the acceptance of pensions by an accident all military insurance scheme or by the occupational old age, survivors' and invalidity pension provision under OPA is disputed, the person who is entitled to claim may request an advance payment from the Pension Fund. If, when a claim for survivors' or disability benefits arises, it is unclear which occupational benefits scheme is obliged to pay the benefit, the person who is entitled to claim may request an advance payment from the pension fund with which he or she was last insured. The Pension Fund makes advance payments within the framework of the minimum statutory requirements pursuant to OPA.

7 If the case is accepted by a different insurer or a different occupational benefits scheme, then the insurer or other occupational benefit scheme must refund the advance payments as part of its obligation to provide benefits.

Art. 35 Safeguarding Pension Fund benefits

1 The benefits of the Pension Fund are, as far as legally permitted, immune to foreclosure proceedings. The entitlement to Pension Fund benefits, subject to Art. 39~~Art. 38~~, may neither be pledged nor assigned before they mature. Any arrangements to the contrary are invalid.

2 Benefits obtained unlawfully are to be refunded to the Pension Fund. The Pension Funds can also offset its restitution claim against current benefits.

Art. 36 Offsetting against claims

1 Claims against an insured person or pensioner assigned to the Foundation by the Company cannot be offset against the Pension Fund's benefits, barring contributions owed by the insured person.

Art. 37 Duty to provide information and notify the Pension Fund

1 The insured person, pension recipient or person entitled to a claim must fully and truthfully inform the Pension Fund of all facts of relevance for assessing the occupational benefit relationship (including any benefit entitlements). Changes to these facts and benefits from other insurers are to be communicated immediately in writing, without any specific request for such information being made.

2 Persons entitled to a pension must provide proof of life on the Pension Fund's request. Disabled persons must notify the Pension Fund of their other pension income and income from employment and of changes to the degree of their disability. The insured persons undertake to allow the Pension Fund to see the IV decisions.

3 Insured persons who are covered by more than one occupational benefits scheme, and for whom the sum of their pay and income that is subject to social security (OASI) contributions exceeds the limit stipulated in Art. 79c OPA, must inform the Pension Fund of all their benefit schemes and of their pay and income insured in these schemes.

4 The Foundation does not accept any liability for any adverse consequences arising from a breach of the aforementioned duties for insured persons or their survivors. If any losses arise for the Pension Fund from such a breach of duty, the Board of Trustees may hold the violator liable for this.

Art. 38 Processing of persona data

1 The Pension Fund is authorised to process or have processed personal data, including particularly sensitive personal data, in order to fulfil its duties in accordance with these regulations.

2 Personal data that is required for the fulfilment of its tasks is forwarded to the auditors, the occupational pensions expert, any reinsurance company and the responsible actuaries who are active within the framework of the accounting obligations of the affiliated employer.

3 In addition, the Pension Fund is authorised to call in any third parties for the fulfilment of its duties under these regulations and to disclose to them the personal data required for this purpose, including particularly sensitive personal data.

~~1~~4 Persons who are involved in the implementation, monitoring or supervision of the implementation of the pension scheme must maintain confidentiality towards third parties.

~~Art. 38~~Art. 39 Early withdrawal, pledging, duty to provide information

1 Up to three years before reaching normal retirement age, the insured person may claim a sum (at least CHF 20,000) for home ownership for their own use (purchase and construction of residential property, shares in residential property or repayment of mortgages). Own use is deemed to be use by the insured person at his or her place of residence or habitual abode. However, he or she may pledge this amount or his or her entitlement to occupational benefits for the same purpose.

2 An early withdrawal can be made every five years.

3 Up to the age of 50, the insured person may withdraw or pledge a sum of up to the level of his or her termination benefit. After the age of 50, the insured person may claim no more than the termination benefit to which he or she would have been entitled at the age of 50, or half the termination benefit at the time of withdrawal. If extra contributions have been made in the last three years, the resulting benefits cannot be withdrawn early.

4 The insured person may submit a written request for information concerning the amount available to him or her for home ownership and the reduction to benefits associated with such a withdrawal. The Pension Fund provides supplementary insurance to cover the resulting insurance gap and draws attention to the related tax liability.

5 If an insured person makes use of the early withdrawal or pledging, he or she must submit the contract documents on the purchase or construction of residential property or repayment of mortgages, the regulations or the tenancy or loan agreement in the case of acquisition of shares with the relevant institution financing the construction and the corresponding certificates in the case of similar kinds of participation. Insured persons who are either married or in a registered partnership must also submit the written consent of the spouse or registered partner for the early withdrawal and any subsequent establishment of a property mortgage right. The signature must be certified by a notary. In the event of pledging, the pension fund ascertains whether the spouse or registered partner has co-signed the mortgage agreement with the financing establishment.

6 The Pension Fund pays out the early withdrawal no later than 6 months after the insured person has made his or her claim. If the Pension Fund has a shortfall in its funds, it may impose limits on the timing and amount of the payment of an early withdrawal that is to be used to repay a mortgage or may refuse the early withdrawal altogether. The Pension Fund must inform the insured person of the duration of these measures.

7 If the liquidity of the Pension Fund is put at risk by early withdrawals, the Pension Fund can defer dealing with the requests. The Board of Trustees sets an order of priority for handling the requests, which the supervisory authority must be made aware of.

8 An early withdrawal reduces the retirement assets by the amount withdrawn early. The insured old age and survivors' benefits are reduced in proportion with the amount withdrawn early. Any (partial) repayment of the amount withdrawn early is permitted until reaching normal retirement age, the amount repaid is handled the same way as an extra contribution pursuant to Art. 12. The amount which is repaid is allocated in the same proportion as upon early withdrawal to the OPA retirement capital and the other retirement capital sums.

9 The Pension Funds can charge a fee for the administrative cost incurred handling the request for early withdrawal or a pledge. The insured person must reimburse the Pension Fund for the costs of the land register entry.

~~Art. 39~~Art. 40 Divorce

1 The entitlements acquired under the occupational benefit scheme during the marriage until the time when the divorce proceedings are opened are apportioned. Art. 122 to 124e Civil Code provide the basis for this apportionment.

2 If an insured person divorces and if the Pension Fund must transfer the part of the termination benefits acquired during the period of the marriage to the occupational benefits scheme of the divorced spouse based on the court ruling, the insured person's retirement assets available are reduced by the amount transferred. The reduction is debited on the basis of the ratio between the OPA retirement capital and the other retirement capital. The insured benefits are reduced in accordance with the transferred amount in accordance with Art. 39~~Art. 38~~ para. 8.

3 If the marriage of a disability pensioner is terminated by divorce (before reaching retirement age) and the pension fund is required by the court decree to transfer a part of the termination benefit acquired during the marriage to the occupational benefit scheme of the divorced spouse, the existing retirement capital of the disability pensioner (before reaching retirement age) shall be reduced by the amount so transferred. The reduction is debited on the basis of the ratio of the OPA retirement capital to the other retirement capital. The insured benefits are reduced according to the transferred amount as indicated in Art. 39~~Art. 38~~ para. 8. Any claim to a disability pension and children’s pension already existing at the time when the divorce proceedings are opened shall remain unchanged until the retirement age is reached.

4 If the marriage of a retirement pensioner or disability pensioner is ended by divorce after reaching retirement age and a court has decreed the division of the retirement pension or disability pension, the retirement pension or disability pension shall be reduced by the promised portion of the pension. The portion of the pension promised to the divorced spouse will be converted pursuant to Art. 19h Ordonance to VBA at the time when the divorce takes legal effect into a life-long pension for the divorced spouse. In the case of a disability pensioner, the pension proportion promised to the divorced spouse will continue to be imputed for the purpose of calculating any reduction of the disability pension pursuant to Art. 34 paras. 1 and 2. The entitlement to the life-long pension expires upon the death of the divorced spouse.

5 The pension fund transfers the life-long pension to the divorced spouse at his or her occupational benefit or vested benefit scheme. Instead of transferring the pension, the pension fund and the divorced spouse may agree upon a lump sum transfer. The actuarial calculation of the lump sum settlement is made by applying the actuarial principles of the pension fund. When the lump sum is paid out all other claims of the divorced spouse lapse.

6 If the divorced spouse is entitled to a full disability pension or has reached the minimum age for early retirement pursuant to OPA, he or she may apply for the life-long pension to be paid out. If the divorced spouse has reached the ~~BVG retirement~~reference age, the life-

long pension shall be paid out to him or her. He or she may request its transfer to his or her occupational benefit scheme if he or she is still able to make purchases according to the regulations of that scheme.

7 If the retirement age is reached by an insured person or disability pensioner during the divorce proceedings, the transferable part of the termination benefit and the pension shall be reduced. The reduction shall correspond to the sum by which the pension payments (in the case of a disability pensioner after reaching retirement age) would have been lower until the entry into force of the divorce decree if the calculation had been based upon a retirement capital reduced by the part of the termination benefit to be transferred. The reduction is allocated in equal halves to the pension and to the part of the termination benefit that is to be transferred. In addition, from the entry into force of the divorce decree the pension is permanently adjusted on the basis of the part of the termination benefit that is to be transferred.

8 The insured person can make a contribution pursuant to Art. 12 up to the amount of the transferred part of the termination benefits at any time. The investment is apportioned in the same ratio as in the case of debiting to the OPA retirement capital and the other retirement capital.

9 If an insured person receives a termination benefit or a life-long pension of of his or her divorced spouse (based on a court ruling), this is treated as an extra contribution pursuant to Art. 12 and allocated, on the basis of the information provided by the transferring occupational benefit scheme, to the OPA retirement capital and the other retirement capital. The insured member must inform the pension fund of his or her claims to a life-long pension and name the occupational benefit scheme of the divorced spouse.

10 The provisions on divorce can be applied mutatis mutandis in the case of legal dissolution of a registered partnership.

~~Art. 40~~Art. 41 Partial liquidation

1 In the event of a partial liquidation of the Pension Fund, in addition to the entitlement to termination benefit, the provisions of Art. 18a VBA, Art. 53d OPA, Art. 27g and 27h OPO 2 and the regulations concerning partial liquidation will apply.

~~Art. 41~~Art. 42 Termination of affiliation agreements, dissolution of the Foundation

1 The termination of an affiliation agreement by the employer takes place in agreement with the staff or any employee representatives that exist. The Pension Fund must report the termination to the recipient scheme. The provisions of Art. 53b, Art. 53d and Art. 53e OPA, Art. 18a VBA and Art. 41~~Art. 40~~ of these regulations will apply.

2 In the event of complete liquidation of the Foundation, the provisions of Art. 53c and Art. 53d OPA and Art. 18a VBA will apply.

VI. Audit and shortfall in funds

~~Art. 42~~Art. 43 Auditor and occupational benefits scheme expert

1 The Board of Trustees appoints an auditor that operates in accordance with OPA to carry out the annual audit of the management, the accounts and the investments of the Foundation (Art. 52c OPA). The auditor reports the findings of its audit to the Board of Trustees in writing. The annual financial statement and balance sheet must be forwarded to the cantonal supervisory authority together with the auditor's report.

2 The Board of Trustees appoints the approved occupational benefits scheme expert (Art. 52e OPA). The approved occupational benefits scheme expert must be asked to draw up an actuarial balance sheet at least once every three years: the cantonal supervisory authority must be notified of this balance sheet.

~~Art. 43~~Art. 44 Shortfall in funds

1 In the event of a shortfall in funds, the Board of Trustees will decide on appropriate measures to remedy the shortfall in cooperation with the approved occupational benefits scheme expert. If necessary, in particular the interest paid on retirement assets, the financing and the benefits may be adjusted to the available funds. For as long as a shortfall exists and the interest rate on the retirement accounts (Art. 15 para. 4) remains below the minimum OPA interest rate, the minimum amount defined in Art. 17 VBA is also calculated using the interest rate applied to the retirement accounts.

If other measures do not achieve their objective, the Pension Fund may levy contributions from the members and the Company and from the pensioners in order to remedy the shortfall for as long as the shortfall lasts. The Company's contribution must be at least equal to the sum of the members' contributions. The pensioners' contribution may only be levied on the portion of the current pensions that was generated during the last 10 years before the introduction of this measure from increases that were not prescribed by law or these regulations. The contribution cannot be levied from compulsory benefits for retirement, death or disability. The level of the pension at the time when the entitlement arose remains safeguarded. The contribution of pensioners is to be offset against current pensions.

2 If the measures specified in paragraph 1 prove inadequate, the Pension Fund may apply an interest rate lower than the minimum interest rate stipulated by OPA for managing compulsory assets (shadow accounting, Art. 1 para. 4) for the duration of the shortfall, but for no longer than five years. The interest rate applied must not be less than 0.5~~%~~ percentage points below the aforementioned minimum interest rate.

3 The Pension Fund must notify the supervisory authority, the Company, the members and the pensioners of the shortfall and of the measures decided on.

VII. Further provisions

~~Art. 44~~Art. 45 Application and amendment of the regulations

1 Questions that these regulations do not fully cover or do not cover at all are decided upon by the Board of Trustees through application of these regulations mutatis mutandis, while taking the legal provisions into account.

2 In case of doubt, the German text of the regulations shall prevail.

3 These regulations can be amended by the Board of Trustees at any time, while safeguarding the entitlements acquired. Provisions that provide for additional benefits from the Company cannot be adopted without its consent.

~~Art. 45~~Art. 46 Disputes

1 Disputes between an insured person or a person entitled to a claim and the Foundation that cannot be settled internally are decided by the cantonal insurance court. The legal venue is the Swiss registered office or the domicile of the defendant or the location of the business where the insured person was hired. The provisions of the OPA apply to any appeal.

~~Art. 46~~Art. 47 Transitional provisions

1 A preferential early retirement in accordance with the previous regulations will continue to be provided to the persons insured on 31 December 2003 if the conditions pursuant to Art. 17 para. 2 or para. 3 of the previous regulations (valid until 31 December 2003) are fulfilled. The old age pension as at normal retirement age, projected on the basis of the last pensionable salary and the other reversional benefits are reduced by 3% for each year by which the insured person retires before the retirement age defined in Art. 9. Figures of less than one year are interpolated. The current in-year interest rate as well as the Interest rate for projection of expected benefits for the following years are used for the projection. The associated possible OASI bridging pension pursuant to Art. 18 para. 1 of the previous regulations (valid until 31 December 2003) is equivalent to the simple OASI old-age pension assigned to the relevant annual salary. If early retirement is taken by a person before the date on which a reduced early pension could be applied for, then that person shall nevertheless receive a reduced discounted early pension, whereby the difference between the discounted and the regular early retirement pension is calculated on actuarial grounds at the date of effective early retirement. The applicable conversion rates are those current at the time of effective retirement.

2 The risk-related benefits to which they would have been entitled in accordance with the previous regulations (valid until 31 December 2013) are granted in terms of amount to the persons insured on 31 December 2013. This arrangement ends as soon as the insured disability pension pursuant to these regulations exceeds this amount.

3 The level of the pensions already being paid out on 31 December 2023 and of the survivors' pensions which are co-insured remains unchanged. Otherwise, the provisions of these regulations apply.

4 The calculation of the amount of the disability pension and the disability pension entitlement are determined by the regulations that were in force at the time when the incapacitation resulting in disability first occurred.

5 Any benefit reduction as a consequence of over-insurance is made in accordance with these regulations.

~~6 The retirement assets and savings account of the occupational benefits scheme are credited to the insured persons of the occupational benefits scheme as at 31 December 2014 as retirement assets in an extended occupational benefits plan of the Pension Fund.~~

~~7~~6 Insured persons who were already insured in the Pension Fund as at 31 December 2014 and were less than 10 years before the standard retirement age at this date are entitled to a vested pension (vested pension 2015) under the following conditions.

The maximum level of the vested pension 2015 is the difference between the previously insured old-age pension with previous savings contributions and conversion rates and the new old age pension with new savings contributions and conversion rates. The calculation is made on the assumption of the applicable pensionable salary on 31 December 2014, the retirement assets available on 31 December 2014 and an interest rate of 3.0%. The settlement is made in each case at the previously applicable standard retirement age of 65/64 (for men/women in the basic plan and extended plan 1) or 60 (for the extended plans 2, 3 and 4).

The maximum vested pension 2015 is reduced depending on years of service and age (in each case as at 31 December 2014).

For each year that the period of service is less than five years, the vested pension 2015 is reduced by 20%. Incomplete years are taken into account on a pro rata basis. For example, in the case of 2.5 years of service, the vested pension 2015 is reduced by 50%.

For each year by which the age is more than five years below the new standard retirement age (65 or 60), the vested pension 2015, which has already been reduced for years of service, is reduced by 20%. Incomplete years are taken into account on a pro rata basis. For example, in the case of an age difference of 7.5 years, the vested pension 2015 is reduced by a further 50%.

The reductions are made by means of multiplication, i.e. in the case of, for example, two reductions of 50%, the remaining vested pension 2015 is still 25% of the maximum vested pension 2015.

The reduction rate and the reduced vested pension 2015 in CHF are determined and the amount of these is set for every insured person as at 31 December 2014.

If retirement occurs before the standard retirement age applicable on 31 December 2014, the amount of the vested pension 2015 set is reduced again. The portion to be paid is:

Age	**Standard retirement age 65**	**Standard retirement age 64**	**Standard retirement age 60**
58	66.84%	70.64%	88.77%
59	70.97%	75.01%	94.26%
60	75.30%	79.58%	100.00%
61	79.81%	84.35%	100.00%
62	84.53%	89.34%	100.00%
63	89.47%	94.55%	100.00%
64	94.62%	100.00%	100.00%
65 – 70	100.00%	100.00%	100.00%

In the case of retirement, the remaining vested pension 2015 is paid out in accordance with the proportion of the retirement benefit withdrawn in the form of a pension. If an insured person, for example, withdraws 40% of the retirement benefits in the form of capital and 60% in the form of a pension, then 60% of the originally determined amount of the vested pension 2015 will be paid out. Early withdrawals for home ownership or as a consequence of divorce not repaid since 1 January 2015 are, together with interest, treated like withdrawals in the form of capital.

If an insured person leaves the scheme due to termination of employment, the right to a vested pension 2015 ceases to exist.

~~8~~7 Insured persons who were already insured in the Pension Fund as at 31 December 2016 and were less than 5 years before the standard retirement age at this date are entitled to a vested pension (vested pension 2017) under the following conditions.

The maximum level of the vested pension 2017 is the difference between the previously insured old-age pension with previous savings contributions and conversion rates and the new old age pension with new savings contributions and conversion rates. The calculation is made on the assumption of the applicable pensionable salary on 31 December 2016, the retirement assets available on 31 December 2016 and an interest rate of 2.5%. The settlement is made in each case at the previously applicable standard retirement age of 65 (in the basic plan and extended plan 1) or 60 (for the extended plans 2, 3 and 4).

The maximum vested pension 2017 is reduced depending on years of service and age (in each case as at 31 December 2016).

For each year that the period of service is less than five years, the vested pension 2017 is reduced by 20%. Incomplete years are taken into account on a pro rata basis. For example, in the case of 2.5 years of service, the vested pension 2017 is reduced by 50%.

For each year by which the age is below the new standard retirement age (65 or 60), the vested pension 2017, which has already been reduced for years of service, is reduced by 20%. Incomplete years are taken into account on a pro rata basis. For example, in the case of an age difference of 2.5 years, the vested pension 2015 is reduced by a further 50%.

The reductions are made by means of multiplication, i.e. in the case of, for example, two reductions of 50%, the remaining vested pension 2017 is still 25% of the maximum vested pension 2017.

The reduction rate and the reduced vested pension 2017 in CHF are determined and the amount of these is set for every insured person as at 31 December 2016.

If retirement occurs before the standard retirement age applicable on 31 December 2016, the amount of the vested pension 2017 set is reduced again. The portion to be paid is:

Age	Standard retirement age 65	Standard retirement age 60
58	70.76%	91.13%
59	74.14%	95.49%
60	77.65%	100.00%
61	81.28%	100.00%
62	85.05%	100.00%
63	89.84%	100.00%
64	94.83%	100.00%
65 – 70	100.00%	100.00%

In the case of retirement, the remaining vested pension 2017 is paid out in accordance with the proportion of the retirement benefit withdrawn in the form of a pension. If an insured person, for example, withdraws 40% of the retirement benefits in the form of capital and 60% in the form of a pension, then 60% of the originally determined amount of the vested pension 2017 will be paid out. Early withdrawals for home ownership or as a consequence of divorce not repaid since 1 January 2017 are, together with interest, treated like withdrawals in the form of capital.

If an insured person leaves the scheme due to termination of employment, the right to a vested pension ceases to exist.

~~9~~8 Insured persons who have left the compulsory insurance after reaching the age of 58 in the period from 1 August to 31 December 2020 because the employment relationship was terminated by the employer may request the continuation of their insurance in accordance with Art. 30, starting from 1 January 2021, provided they submit a written request to this effect to the Pension Fund by 31 January 2021.

~~10~~9 Special transitional provisions may be listed in the occupational benefits plans.

~~Art. 47~~Art. 48 Entry into Force

1 These regulations together with the appendix and occupational benefits plans enter into force on 1 January 2024 and replace the pension regulations that were effective from 1 January 2021.

Baar, 26 October 2023 The Board of Trustees

Christian Wigger
Chairman of the Board of Trustees

Daniel Dubach
Vice-Chairman of the Board of Trustees

APPENDIX TO THE REGULATIONS

Conversion rates for various retirement ages

(See Art. 16 para. 2 of the regulations)

The conversion rate is determined on the basis of age on the date of retirement as follows:

Age on retirement	Conversion rate as a % of the retirement assets on retirement in the year					
	2020	**2021**	**2022**	**2023**	**2024**	**from 2025**
58	4.50%	4.35%	4.20%	4.10%	3.95%	3.80%
59	4.60%	4.45%	4.30%	4.20%	4.05%	3.90%
60	4.70%	4.55%	4.40%	4.30%	4.15%	4.00%
61	4.80%	4.65%	4.50%	4.40%	4.25%	4.10%
62	4.90%	4.75%	4.60%	4.50%	4.35%	4.20%
63	5.05%	4.90%	4.75%	4.65%	4.50%	4.35%
64	5.20%	5.05%	4.90%	4.75%	4.60%	4.45%
65	**5.35%**	**5.20%**	**5.05%**	**4.90%**	**4.75%**	**4.60%**
66	5.50%	5.35%	5.20%	5.05%	4.90%	4.75%
67	5.65%	5.50%	5.35%	5.20%	5.05%	4.90%
68	5.85%	5.70%	5.55%	5.35%	5.20%	5.05%
69	6.05%	5.90%	5.75%	5.55%	5.40%	5.25%
70	6.25%	6.10%	5.95%	5.75%	5.60%	5.45%

The age is calculated precisely in years and months. The period between the birthday and the first day of the following month is not taken into account. Intermediate values are interpolated on a linear basis.

Retirements are considered in the year of the last day of employment.

Reduction of retirement assets as a consequence of withdrawing a bridging pension

(See Art. 19 para. 3 of the regulations)

The retirement assets available are reduced by the following multiple of the annual amount of the bridging pension and the longest period for which the bridging pension is to be paid out:

Period	Reduction of retirement assets
7 years	6.65 times the bridging pension
6 years	5.74 times the bridging pension
5 years	4.82 times the bridging pension
4 years	3.89 times the bridging pension
3 years	2.94 times the bridging pension
2 years	1.97 times the bridging pension
1 year	0.99 times the bridging pension